Ry. (1902) 184 U. S. 368, 22 Sup. Ct. 410. The same is true of the power of eminent domain. *Pennsylvania Hospital* v. *Philadelphia* (1917) 245 U. S. 20, 38 Sup. Ct. 35. Virtually the same result obtains by construing *"strictissimi juris"* existing statutory exemptions from taxation. *Vicksburg etc. R. R.* v. *Dennis* (1886) 116 U. S. 665, 668, 6 Sup. Ct. 625. Also, where retrospective state legislation is felt not substantially thus to affect contracts, it is upheld. *Penniman's Case, supra; Tennessee* v. *Sneed* (1877) 96 U. S. 69. The statute in the instant case would immediately lower the commercial value of existing unsecured obligations of debtors who had converted and who could further convert assets into insurance, thereby benefiting their estates at the expense of existing creditors. A decision that goes even further than the instant case is *Edwards* v. *Kearzey, supra,* (retrospective increase of Homestead exemption), where the statutory exemption was limited. For other analogies see *Bronson* v. *Kinzie* (U. S. 1843) 1 How. 311; *Seibert* v. *Lewis* (1887) 122 U. S. 284, 7 Sup. Ct. 1191. Finally, the social policy underlying the present statute is in the main preserved, for it is valid prospectively. See *Ogden* v. *Saunders* (U. S. 1827) 12 Wheat. 213, 262; *Holden* v. *Stratton* (1905) 198 U. S. 202, 25 Sup. Ct. 656, (*semble*).

CONTRACTS—OFFER AND ACCEPTANCE CROSSING IN THE MAIL.—In a series of communications by mail between the plaintiff and the defendant, all the terms of a contract for the sale of goods, except the time of payment, had been definitely agreed upon. The plaintiff had already proposed a time of payment in one letter which the defendant had not received when the latter mailed an identical proposal. In an action for breach of contract, *held,* for the plaintiff. *Asinof* v. *Freudenthal* (App. Div. 1st Dept. 1921) 186 N. Y. Supp. 383.

It is generally conceived that a proposal to be an offer must be communicated. Ashley, *Contracts* (1911) 13; 1 Williston, *Contracts* (1920) § 33; *Broadnax* v. *Ledbetter* (1907) 100 Tex. 375, 99 S. W. 1111; see *Kleinhans* v. *Jones* (C. C. A. 1895) 68 Fed. 742. Thus it has been held that where two letters, each containing an offer identical in terms, cross each other, there can be no contract. *James* v. *Marion Fruit Jar Co.* (1897) 69 Mo. App. 207; see *Tinn* v. *Hoffman & Co.* (1873) 29 L. T. R. (N. S.) 271, 275. The decision in the instant case would, therefore, be clearly wrong on principle. But in the formation of bilateral contracts by correspondence, it seems that, as a practical matter, expressions of consent by both parties which are not an offer and acceptance should be sufficient to create contractual obligations. See 26 Yale Law Jour. 169, 182. In the instant case, the parties by their expressions had assented to the same thing in the same sense. There had been in fact, a perfect meeting of the minds as expressed by the writings. Therefore, on grounds of policy, if not on principle, the defendant was properly held liable.

CONTRACTS—RESTRAINT OF TRADE—EMPLOYER AND EMPLOYEE.—The defendant upon entering the plaintiff's employ as a tailor agreed that he would not at any time thereafter ". . . be in any way directly or indirectly concerned in . . . the trade or business of a tailor, dressmaker, general draper, . . . within a radius of ten miles of the employer's place of business . . ." The defendant, after leaving the plaintiff's service, broke the agreement. The plaintiff seeks to have him enjoined. *Held,* for the defendant. *Atwood* v. *Lamont* (Ct. of Appeal 1920) 124 L. T. R. 108.

This case involves the reconciliation of conflicting policies: freedom of contract, on the one hand, and freedom of trade and the interest of the state in utilizing men's talents, on the other. See *Mason* v. *Provident etc. Co., Ltd.* [1913] A. C. 724, 738. At early common law any agreement in restraint of trade was void. *Anonymous* (1415) Y. B. 2 Henry V. f. 5, pl. 26; *Anonymous* (1586) Moore [K. B.]

242. This rule was definitely changed in the early eighteenth century when the English courts held that a contract in partial restraint of trade was valid when reasonable. *Mitchel* v. *Reynolds* (1711) 1 P. Wms. 181. To be reasonable the promisee must have an economic interest in the restraint sought. See *Hubbard* v. *Miller* (1873) 27 Mich. 15, 20. Apart from this, the courts adopted rather rigid rules as to what were reasonable restrictions. A restriction, unlimited in time and space, was void as unreasonable. *Alger* v. *Thacher* (1837) 36 Mass. 51; see *Chappel* v. *Brockway* (N. Y. 1839) 21 Wend. 157, 159. Likewise if unlimited in space. *Wiley* v. *Baumgardner* (1884) 97 Ind. 66. Where limited in space though not in time, it was valid. *Cook* v. *Johnson* (1879) 47 Conn. 175; *Hubbard* v. *Miller, supra.* In modern times new tests have been adopted. The House of Lords definitely abandoned the old tests and enforced a restriction unlimited in space. *Nordenfelt* v. *Nordenfelt* [1894] A. C. 535. In this country the courts are also abandoning the old tests and often hold general restrictions reasonable. *Carter* v. *Alling* (C. C. 1890) 43 Fed. 208; *cf. Diamond Match Co.* v. *Roeber* (1887) 106 N. Y. 473, 13 N. E. 419. Modern courts also distinguish between promises of a vendor selling his business and those given by employee to employer. Such a distinction was intimated in *Nordenfelt* v. *Nordenfelt, supra,* 566, and definitely laid down in *Mason* v. *Provident etc. Co., Ltd., supra,* and in *Morris, Ltd.* v. *Saxelby* (1916) 114 L. T. R. 618. The courts are more reluctant to uphold the contract between employer and employee. See *Mason* v. *Provident etc. Co., Ltd., supra,* 738. The employer must show that the restrictions are reasonably necessary for the protection of his trade secrets and are not merely to prevent competition. See *Morris, Ltd.* v. *Saxelby, supra,* 620. The modern tests in this country are very similar. The vendor-vendee cases, and employer-employee cases are distinguished. See *Kinney* v. *Scarborough Co.* (1912) 138 Ga. 77, 81, 82, 74 S. E. 772; *Freudenthal* v. *Espey* (1909) 45 Col. 488, 503, 504, 102 Pac. 280. Where the restriction is for a period coextensive with that of the employment it is reasonable. See *Harrison* v. *Glucose etc. Co.* (C. C. A. 1902) 116 Fed. 304, 309. If it extends beyond that it will be enforced when the restraint is for the protection of trade secrets. *Magnolia Metal Co.* v. *Price* (1901) 65 App. Div. 276, 72 N. Y. Supp. 792; *Harrison* v. *Glucose etc. Co., supra*; *Carter* v. *Alling, supra*; *Freudenthal* v. *Espey, supra.* The reasonableness of restrictions in employer-employee contracts may be tested by the following rules: (1) Whether the restrictions are general or not is of itself immaterial; (2) restrictions not lasting beyond the period of employment are reasonable; (3) if they extend beyond that period and have as a purpose the protection of trade secrets, they are reasonable.

COPYRIGHTS—RIGHTS OF CO-AUTHORS ONE OF WHOM HAS OBTAINED A COPYRIGHT.—The plaintiff contracted with a theatrical firm to complete her scenario, and they later contracted with the defendants for assistance. When completed, one of the defendants copyrighted the opera and denied the plaintiff any share in the royalties. The plaintiff seeks to have the copyright held in trust to the extent of her rights as co-author, and prays an accounting. *Held,* for the plaintiff. *Maurel* v. *Smith* (C. C. 2nd Cir. 1921) 64 N. Y. L. J. 1535.

The plaintiff and the defendants were co-authors of the production, the essence of joint authorship being the co-operation in a common design. Copinger, *Law of Copyright* (1904) 109-110; see *Levy* v. *Rutley* (1871) L. R. 6 C. P. 523, 529. As such they were engaged in a joint enterprise and as co-authors became joint owners of their production. In a joint enterprise the benefits secured by one inure to the benefit of all. *Getty* v. *Devlin* (1873) 54 N. Y. 403. In such an enterprise a bill in equity to account is the proper action by which one party enforces his rights against the others. *Bradley* v. *Wolff* (1903) 40 Misc. 592, 83 N. Y. Supp. 13.